



**CITY OF BEAUMONT
FORMAL BID**

BID FOR: Annual Contract for Water Treatment Chemicals -
Polyacrylamide Cationic Emulsion Liquid Polymer

BID NUMBER: TF0222-16

BID DUE: THURSDAY, MARCH 10, 2022 AT 2:00 P.M. (CST)

PRE-BID TRIALS: Required Belt Press Trials will be
February 21 through February 25, 2022 and
February 28 through March 4, 2022.

SUBMIT BID TO: This is a FORMAL BID and must be submitted to:

City Clerk's Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701

You may submit your bid by MAIL, in PERSON, or by COURIER.
Bids will NOT be accepted via fax or e-mail.

***CITY OF BEAUMONT
PURCHASING DIVISION***

For bid results Monday-Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720
or visit our web site at

<https://beaumonttexas.gov/departments/purchasing/bid-information/>

NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk of the City of Beaumont, City Hall, 801 Main Street, Room 125, Beaumont, Texas 77701, until **2:00 P.M. (CST)**, **THURSDAY, MARCH 10, 2022** and all bids will be opened and publicly read in the City Council Chambers on that date for:

ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS - POLYACRYLAMIDE CATIONIC EMULSION LIQUID POLYMER

NOTE: Required Belt Press Trials will be February 21 through February 25, 2022 and February 28 through March 4, 2022.

Bids shall be submitted to the City Clerk's Office, City Hall, 801 Main, Room 125, prior to the above stated time.

Bidding forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main, Room 315, Beaumont, Texas 77701. Vendors requesting bid packets should call the Purchasing Division at (409) 880-3720 or you may **download the specifications from our website at: <https://beaumonttexas.gov/departments/purchasing/bid-information/>**

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Please make reference to Bid Number: **TF0222-16**

Bid Closing Date: **March 10, 2022**

Tina Broussard
City Clerk

First Legal Notice Publication: February 10, 2022

Second Legal Notice Publication: February 17, 2022

GENERAL BID INFORMATION

1. INTENT

The City of Beaumont is requesting sealed bids for an annual contract to **supply Polyacrylamide Cationic Emulsion Liquid Polymer**, for use in the City's Water Reclamation Division of the Water Utilities Department.

2. CONTRACT TERM

- 2.1 This contract shall be in effect for a period of twelve (12) months beginning within thirty (30) days following award by the Beaumont City Council.
- 2.2 Price shall be firm for not less than twelve (12) months from date of award.
- 2.3 At the end of the initial term, the City may renew this contract for two (2) additional twelve (12) month periods at the price quoted.
- 2.4 There shall be no increase in price should an extension be granted.
- 2.5 Any terms and conditions stated in original specifications will apply to any extended periods.
- 2.6 Approval on behalf of the City to renew this contract shall be made by the City Manager or his designee.
- 2.7 No minimum or maximum quantities of work are guaranteed.
- 2.8 This contract may be canceled by either party by providing written notice at least thirty (30) days in advance.

3. BID DUE DATE

Bids are due no later than **2:00 P.M. (CST), THURSDAY, MARCH 10, 2022** to:

Physical Address:

City of Beaumont
City Clerk's Office
801 Main St., Suite 125
Beaumont, TX 77701

- OR -

Mailing Address:

City of Beaumont
City Clerk's Office
P.O. Box 3827
Beaumont, TX 77704

Phone No.: 409-880-3745

4. PRE-BID MEETING

None.

5. PRE-BID TRIALS

Required Belt Press trials will be

Monday – Friday, February 21 through February 24, 2022 and

Monday – Friday, February 28 through March 3, 2022.

6. REQUIRED DOCUMENTS FOR BID:

6.1 Bid Sheet, pages 20 through 27 including:

6.1.1 Bidder Information Sheets;

6.1.2 Original, unaltered Bid Table price list;

6.1.3 Bid Sheet Continued;

6.1.4 House Bill 1295 (HB1295);

6.1.5 House Bill 89 (HB89);

6.1.5 Conflict of Interest Questionnaire;

6.1.6 Statement of City Charter Provision on Conflict of Interest;

6.1.7 Local Vendor Preference, if applicable, pages 31 -36.

6.2 All documents listed above MUST be submitted for bid to be considered.

6.3 Bids must be submitted on the enclosed forms only; any others will be rejected. Bid sheets CANNOT be altered. If bidder needs to include additional information, it is to be provided on a separate sheet, with the number of the bid included, as well as the bidder's company name.

6.4 All portions of this bid requiring data or information must be filled in completely. Failure to do so may result in bid rejection due to non-response.

6.5 Bids are to be submitted as specified. Oral, telegraphic, e-mail or telephone bids or modifications will not be considered.

6.6 Certifications, where required shall accompany the bid submission.

6.7 Failure to comply with information requested on any of these items will result in disqualification of the bid.

- 6.8 **Signatures, where required, must be original; facsimile stamp or computer-generated signatures will NOT be accepted.**

7. **SIGNATURES**

Provide a *valid signature* at the appropriate locations within these bid documents.

8. **QUESTIONS**

Specific questions concerning items or procedures in this solicitation, shall be submitted via fax or mail, and will be answered in writing through an Addendum. The Addendum will be posted to the City's web page, and provided by email or fax to each person receiving a bid announcement, bid package, or those attending pre-bid meetings. Questions should be directed to the individual named below.

Questions received less than seven (7) days prior to the date of opening bids may not be answered. Only questions that have been resolved by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at <https://beaumonttexas.gov/departments/purchasing/bid-information/> and will be faxed to the vendors on the bid announcement list.
10. All mathematical calculations will be verified. In the event of an error by bidder, City calculation shall be considered correct. In the event of discrepancies, the unit price stated by vendor shall be considered the bid price.
11. The City reserves the right to accept or reject any response or combination of responses deemed advantageous to it.

12. **EQUAL OPPORTUNITY EMPLOYER**

The successful bidder shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

13. LOCAL VENDOR PREFERENCE

The Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. If you are a Beaumont vendor and wish to be considered for application of this preference, fill in the forms at the end of this package and return with your bid.

14. H.B. 1295 COMPLIANCE – Texas Ethics Commission Certificate Number

The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity.

The City of Beaumont, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

H.B. 1295 SIGNATURE FORM - See page 22 for form requiring signature.

15. H.B. 89 COMPLIANCE – Verification –

The Awarded Vendor for the contract shall comply with the requirements of Senate Bill 252 Ch. 2252 Certification: Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 of the Texas Government Code as adopted in 2017 as House Bill 89 (HB89).

The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits an executed HB89 Compliance form to the governmental entity.

Compliance with the law requires that the awarded Vendor complete the form and submit with bid or proposal. The form must be signed, notarized and submitted to the contracting government entity.

H.B. 89 SIGNATURE FORM - See page 23 for form requiring signature.

16. AWARD FACTORS

- 16.1 The City reserves the right to waive bid informalities, to reject any or all bids, and to award to the most responsible bidder making the most satisfying offer to the City.
- 16.2 Contract may be awarded to one (1) contractor, as is most advantageous to City, on an all-or-none basis.
- 16.3 The Contractor may not assign (subcontract) all or part of this contract to any other person, firm, or corporation without prior consent in writing by the City Manager or his designee.
- 16.4 **The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.**
- 16.5 In determining the best value for the municipality, the municipality may consider:
 - 16.5.1 the purchase price;
 - 16.5.2 the reputation of the bidder and of the bidder's goods or services;
 - 16.5.3 the quality of the bidder's goods or services;
 - 16.5.4 the extent to which the goods or services meet the municipality's needs;
 - 16.5.5 the bidder's past relationship with the municipality;
 - 16.5.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 16.5.7 the total long-term cost to the municipality to acquire the bidder's goods or services;
 - 16.5.8 any relevant criteria specifically listed in the request for bids or proposals;
 - 16.5.9 Equipment Age and Condition.

17. BID TABULATION

Bid Tabulation will be available on the Purchasing web page at <https://beaumonttexas.gov/departments/purchasing/bid-information/> following award of contract by City Council. Bid tabulations will not be provided via any other means. Furnishing of tabulations prior to Council action or by means other than City website are not authorized.

18. LIABILITY

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BEAUMONT AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, CAUSES OR ACTION, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON AND DAMAGES TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT, AND INCLUDING ACTS OR OMISSIONS OF THE CITY OF BEAUMONT OR ITS OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH SAID CONTRACT. THE PARTIES INTEND THIS INDEMNIFICATION TO APPLY REGARDLESS OF WHETHER THE CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE SUBCONTRACTOR OR ANY INDEMNITEE.

Contractor waives all rights of recovery, and its insurers also waive all right of subrogation of damages against the City and its agents, officers, directors and employees for damages covered by the workers' compensation and employers liability or commercial umbrella or excess liability or business automobile coverage obtained by Contractor required in this Agreement, where permitted by law. This waiver must be stated on the City's approved Certificate of Insurance.

The fact that insurance is obtained by Contractor on behalf of City will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by City from Contractor or any third party will not be limited by the amount of the required insurance coverage.

19. INVOICES

- 19.1 Payment by City to Vendor shall be made in accordance with the requirements of Texas Government Code §2251.021.
- 19.2 Invoices must reference a Purchase Order number and the Department or Division for which goods or services are provided.
- 19.3 The Contractor shall submit an accurate invoice within five (5) working days from the date of delivery.
- 19.4 Invoices may be submitted via email to: invoices@beaumonttexas.gov
- 19.5 Invoices may be submitted via U.S. Mail to:

ATTN: Accounting Division
City of Beaumont
P. O. Box 3827
Beaumont, TX 77704-3827
- 19.6 Faxed invoices will not be accepted.

20. FUNDS FOR PAYMENT

Funds for payment are provided by the City of Beaumont budget approved by City Council for the current budget year only. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Obligations beyond the end of the current City of Beaumont fiscal year will be subject to budget approval.

21. CONTRACT TERMINATION

The City, besides all other rights or remedies it may have, shall have the right to terminate this agreement upon thirty (30) days' written notice from the City Manager or his designee, of its election to do so, if the successful bidder fails to perform the services or breaches this agreement, including the following:

- 21.1 By failing to pay insurance premiums, liens, claims or other charges.
- 21.2 By failing to pay any payments due the City, State, or Federal Government from the successful bidder or its principals, including, but not limited to, payments identified in this Agreement or any taxes, fees, assessments, or liens.
- 21.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.

21.4 By violation of any provision or non-performance of the Agreement.

22. CONTACT INFORMATION

If any information is needed concerning specifications, please contact:

Terry Welch, Purchasing Manager
Finance Department / Purchasing Division
City of Beaumont

Physical Address:
801 Main St., Suite 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3107 ♦ Fax # (409) 880-3747

E-mail: terry.welch@beaumonttexas.gov

BID SPECIFICATIONS

1. BID PRICING

Pricing shall include delivery of materials F.O.B. to:

**Water Reclamation Plant
4900 Lafin Road
Beaumont, Texas 77705**

Phone: 409-842-0458

2. DELIVERIES

- 2.1 Deliveries shall be on an as-needed basis.
- 2.2 The delivery of polymer material shall be in tote form.
- 2.3 All polymer material shall be weighed and a certified weight ticket shall be supplied to the City. It will remain the responsibility of the supplier for all or any fees involved in the unloading of the material(s).
- 2.4 The supplier shall be liable for any damages that may be caused by the delivery vehicle, the delivery agent, or the delivered material, and shall repair said damages immediately or as soon as possible after notification from the City. If the supplier fails to repair the damages, the City may choose to purchase suitable substitute service, equipment or material from the suppliers. Should this happen, the supplier shall be liable for cost, over and above the amount which the City would have paid under normal circumstances.
- 2.5 It shall be the responsibility of the bidders to inspect the site and familiarize himself with whatever will be needed to accommodate these specifications.
- 2.6 Following notification from the City the polymer shall be delivered to the Water Reclamation facility within seven (7) calendar days and if the seventh (7th) day falls on a Saturday or Sunday the delivery shall be on the following Monday. If for any reason the polymer cannot be delivered in the specified time frame the City reserves the right to purchase polymer from another vendor without penalty in violation of the supply contract agreement.
- 2.7 The supplier shall be liable for any damages that may be caused by the delivery vehicle, the delivery agent, or the delivered material, and shall repair said damages immediately if necessary to continuing operation of the facility, or within thirty (30) days if deemed to

be non-threatening to operations by City personnel. If the supplier fails to repair the damages within the specified time, the City may choose to exchange suitable substitute service, equipment or material from the supplier and reserves the right to terminate the contract.

- 2.8 It shall be the responsibility of a bidder to inspect the site and familiarize himself with whatever will be needed to accommodate these specifications.
- 2.9 Following notification from the City, material shall be delivered to the appropriate facility within the specified delivery time, with Monday delivery if the stated delivery falls on a Saturday or Sunday. If for any reason the material cannot be delivered in the specified time frame the City reserves the right to purchase said material from another vendor without penalty.
- 2.10 Bidders shall furnish material safety data sheets (SDS) on each chemical that is bid. State manufacturer of product bid on bid sheet.

3. SECURITY PROCEDURES

- 3.1 The vendors will send photos with names of the drivers making the deliveries to the City.
- 3.2 Before the truck leaves the terminal, the City will be given the name of the driver. This will allow the City to match the driver and photo with I.D. when he arrives.
- 3.3 The City will use its staff members on a regular basis to off-load chemicals. This will enable them to become familiar with drivers, manifests, etc.
- 3.4 Discrepancies may result in the loads being refused. Off-loading chemicals will be delayed until discrepancies are satisfactorily resolved. The operator will notify the supervisors of the discrepancies.
- 3.5 Significant differences may result in notification of the Beaumont Police Department.

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS -
POLYACRYLAMIDE CATIONIC EMULSION LIQUID POLYMER

1.0 SCOPE

The material to be furnished in this contract will be used by the Water Reclamation Division of Water Utilities, City of Beaumont, to aid in the dewatering of municipal biological waste sludge produced by the City's bio-trickling filter plant. The chemicals used shall cause effective conditioning and dewatering of aerobic sludge which is applied to a dewatering process used by the City. Processing occurs by use of a 2.2 meter west Durapress belt press. The solids processed by this facility can be disposed of in public landfills or in landscaping/soil conditioner by the City. To minimize problems in the handling, operation and maintenance of feed system, and to utilize the existing facility, this contract shall be limited to only Liquid Polyacrylamide Cationic Emulsion Polymers.

2.0 SPECIAL CONDITIONS

- 2.1 Bids shall only be considered from manufacturers who have commercialized products used in wastewater sludge dewatering for a period of two (2) years or more. Contractors must bid a cationic emulsion polymer with a polyacrylamide base and have competent trained personnel familiar with the products used in dewatering wastewater sludge. The Contractor must guarantee delivery of material in a timely manner and in sufficient quantities to meet the City of Beaumont's demands.
- 2.2 The City reserves the right to cancel the contract at any time if the polymer does not perform according to the specifications and/or as bid by the vendor. The City also reserves the right to test products of other manufacturers, for future qualifications, during the period of the contract. At the request of the City of Beaumont, Water Utilities Division, the Contractor shall provide technical assistance throughout the period of this contract for the improvement of the performance and utilization of these polymers.

3.0 MATERIALS

- 3.1 The polymer material shall be a cationic emulsion polymer with a polyacrylamide base. The polymer material shall be required to have a shelf life of at least one hundred and twenty (120) days in a concentrated form. The supplier will be held accountable for any loss of material resulting from a failure to meet this requirement. All materials provided must be readily soluble in water. The supplier shall also provide a list of published physical and chemical properties and all deliveries of material shall comply with these specified properties. All materials shall be delivered to the City of Beaumont's wastewater treatment facilities ready for immediate dilution with water and injection into the dewatering system.
- 3.2 The polymer supplied shall be the best available chemical through the duration of this contract which shall satisfactorily meet the included performance specifications. It will be the responsibility of the Contractor to bid a polymer that will meet the bid cost parameters and the performance specifications. Failure to meet these parameters will be justification for the City to cancel the contract. If the polymer cannot be fed using the existing feed system it shall be the responsibility of the supplier to furnish the necessary equipment for feeding the polymer. There shall not be a problem with stratifying of polymer in totes. If such a problem occurs, it shall be the responsibility of the supplier to take appropriate steps to correct it. The material shall be free of any foreign elements or compounds that may contaminate the dried sludge for use as a soil conditioner, effect the biological process of the treatment facilities, or seriously influence process operations of the wastewater treatment facilities.

4.0 PERFORMANCE SPECIFICATIONS

Based on belt press trial testing, the following minimal specifications shall be met:

- 4.1 Given a feed flow of aerobically digested biological sludge with a percent solids content of 4.0 to 8.0, the polymer(s) shall condition such sludge for dewatering by a belt filter press and be capable of producing a dewatered sludge with the following characteristics:
- 4.1.1 The dewatered sludge cake shall have a minimum solids concentration of twenty-three percent (23%).

4.1.2 The percent recovery shall not be less than ninety-five percent (95%).

$$\text{Percent Recovery} = (\text{feed solids} - \text{filtrate solids}) \times 100$$

4.1.3 Sludge production rate shall be a minimum of ten (10) tons of dry solids per day (24 hours) which is equivalent to a sludge feed rate of approximately 100 gpm at six percent (6%) solids for a ten (10) hour run.

5.0 BELT PRESS TRIALS

5.1 Belt press trials are a REQUIRED activity in order for bids to be considered.

5.2 The vendor shall provide the following information during the testing procedure:

- Name of polymer to be tested
- All applicable SDS describing polymer to be tested

5.3 The City will provide the following data and information during the testing procedure:

- Percent solids of feed sludge
- Percent solids of cake
- Percent recovery filtrate
- Sludge feed rate (gpm)
- Polymer feed rate (gpm)
- Exact length of time for each run
- Dosage (lbs. polymer per dry ton sludge)

5.4 Operation and lab data generated will be made available only to the specific vendor involved in the testing at that moment.

5.5 Each vendor will be allowed one (1) day on the belt press trial. A minimum of two (2) - two (2) hour trials for the product must be ran utilizing City personnel operating the press, sampling and making adjustments as necessary. There will be a joint effort between City personnel and vendor to satisfy all performance requirements. However,

the operation of the belt press will be solely performed by the City's press operator. Any tampering or adjustments made to press settings will disqualify vendor from bid. The results of the runs will be averaged and used as official data for the belt press trials.

- 5.6 Sampling: Feed sludge, cake, and filtrate will be sampled by City personnel. The on-site laboratory will analyze the data collected and prepare a specific report on the performance of raw operational data collected, formulas used in calculations and the dosage (pounds polymer per dry tons of solids dewatered). This report shall be submitted with the bid package. Failure to include the report shall result in the vendor being nonresponsive.

5.6.1 First thirty (30) minutes of trial shall include sampling of the filtrate, sludge, and cake collection.

5.6.2 Last thirty (30) minutes of trial shall include sampling of sludge and cake collection.

- 5.7 Vendors shall contact the Water Reclamation Superintendent or Lab Supervisor at 409-842-0458 ext. 1 or 4 respectively, or via email to Benjamin Weatherall at benjamin.weatherall@beaumonttexas.gov to schedule the required testing.

5.8 Available REQUIRED testing dates shall be:

Monday - Friday, February 21 through February 25, 2022

and

Monday – Friday, February 28 through March 4, 2022.

Arrangements shall be made not less than two (2) working days in advance.

To schedule the tests, contact either Benjamin Weatherall at Water Reclamation at 409-842-0458.

- 5.9 Bids submitted from vendors who do not participate in the testing activity, or who do not successfully complete the testing will not be considered.

6.0 CONDITIONS

6.1 The successful bidder shall supply undiluted liquid polymer material in a sufficient quantity to maintain continuous operation of the dewatering facility (56 hours per week). For purposes of bid, an arbitrary figure of 50,000 pounds of undiluted liquid polymer material represents the total amount required for the one (1) year contract.

6.2 The bids will be tabulated on net cost:

[Net Cost: (for bid purposes only) = cost/pound (Primary Polymer) x 50,000]

and on the dosage required, in pounds, of polymer per ton of dry solids as evaluated in the belt press trial.

EXAMPLE: If Acme Polymer Company's "Good-floc" polymer required a dosage of 50 pounds per ton of dry solids and their bid price was \$0.18 per pound of undiluted liquid polymer material, the total cost to the City would be tabulated at \$32,850 (10 tons dry solids/day x 365 x 50 x \$0.18). However, if "Big-floc" Company bids at \$0.18 per pound also, but their dosage of their polymer, as per belt press trial, is 40 pounds per ton of dry solids, then the total cost to the City will be \$26,280 and thus lower cost polymer.

6.3 Only those polymers considered for primary use which have been previously tested shall be used in formulating the information necessary for bids. The bidder should list additional polymers which the City could, during the contract periods, substitute for the primary materials listed in the above specification. These backup or alternate materials must be field evaluated and approved before substitution for the primary and must meet or exceed the above specifications. The contractor shall supply the following data on all such alternate materials: unit cost, specific gravity, form and percent solids. The unit cost for polymers shall be based on the assumption that if alternate polymers are utilized to achieve production rates specified, the City may purchase part or all of the remaining quantities of polymer necessary from the alternates listed in lieu of purchasing the primary polymers that the award of the bid was based upon. The cost shall, therefore, include all considerations needed in supplying any polymers to the sludge dewatering facility in accordance with all related specifications in the contract.

6.4 Vendors failure to provide polymers of proper quantity will constitute a breach of this agreement, for which the City may seek alternate sources of suitable materials at vendor's expense and remedies as otherwise available at law or equity. The City shall not be responsible for the payment of compensation to the vendor for the deliveries of polymer solutions which does not substantially conform to the specifications stated herein.

BID OPENING DATE: THURSDAY, MARCH 10, 2022

BID OPENING TIME: 2:00 P.M. (CST)

CITY BID NUMBER: TF0222-16

**FOR FURNISHING: Annual Contract for Water Treatment Chemicals -
Polyacrylamide Cationic Emulsion Liquid Polymer
(AS PER SPECIFICATIONS)**

SUBMIT BID TO: This is a FORMAL BID and must be submitted to:

**City Clerk's Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701**

**You may submit your bid by MAIL, in PERSON, or by
COURIER. Bids will not be accepted via email or fax.**

OUTLINE OF REQUIRED BID DOCUMENTS:

For bids to be considered valid, Bidders **MUST** complete and submit the following:

1. Bid Sheet, pages 20 through 27.
2. Local Vendor Preference forms, if applicable, pages 31 - 36.
3. Provide a ***valid signature*** at the appropriate locations within these bid documents.

BIDDER INFORMATION SHEET
Annual Contract for Water Treatment Chemicals -
Polyacrylamide Cationic Emulsion Liquid Polymer
Bid No. TF0222-16

BIDDER INFORMATION:

Bidder's Company Name	
Bidder's Name In Printed Form	
Bidder's Signature *	_____ (Signature required for bid to be accepted.)
Bidder's Title	
Company Physical Address	_____ Street _____ City State Zip Code
Company Mailing Address	_____ Street or P.O. Box _____ City State Zip Code
Company Telephone Number	
Alternate Phone Number	
Company Fax Number	
E-mail Address	

*** NOTE: Failure to manually sign this form may disqualify bid.**

BID PRICING SHEET

Annual Contract for Water Treatment Chemicals - Polyacrylamide Cationic Emulsion Liquid Polymer Bid No. TF0222-16			
DESCRIPTION	APPROXIMATE ANNUAL REQUIREMENT	UNIT COST	EXTENDED PRICE
Liquid Polymer Flocculant to Condition Sewage Sludge	50,000 lbs.	\$ /lb.	\$
Cost of Polymer DELIVERED in tote form		\$ /gallon	
Number of gallons per tote		/gallons	
Manufacturer Name and Brand Bid:			
MUST INSERT BIDDING VENDOR'S COMPANY NAME:			

**Annual Contract for Water Treatment Chemicals -
Polyacrylamide Cationic Emulsion Liquid Polymer
Bid No. TF0222-16**

Texas Ethics Commission Certificate Number

HB 1295 -- Section 2252.098 of the Government Code states “a contract that requires an action or vote by the governing body of the entity or agency, or the value of the contract is at least one million dollars (\$1,000,000), must provide a Disclosure of Interested Parties Form on the Texas Ethics Commission website”.

Within five (5) working days after the award of contract by Beaumont City Council, the awarded vendor must complete the information requested on the Texas Ethics Commission website and provide the certificate number to the Purchasing Department. The Texas Ethics Commission website is: www.ethics.state.tx.us

At the home page, click on Form 1295 Filing Application, and follow the instructions. Upon completion of the information on the website, **provide the completed form and certificate number to the following Purchasing e-mail addresses:**

terry.welch@beaumonttexas.gov

I understand the requirement as stated above and will comply within five (5) working days after the award of contract by Beaumont City Council.

Signature

Company Name

Printed Name

Date Signed

Title

Revised 4/29/16 /bd

House Bill 89 (HB89) Verification

I, _____, the undersigned representative of _____, (Company or Business Name)
(Company or Business Name) (hereafter referred to as "Company"), **being an adult over the age of eighteen (18) years of age,**
verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Beaumont, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY

REPRESENTATIVE ON THIS THE _____ day of _____, 20_____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Senate Bill 252 Ch. 2252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website to the Comptroller of the State of Texas which do business with Iran, Sudan or any foreign terrorist organization, I will immediately notify the City of Beaumont's Purchasing Department.

Date Signed

Signature of Company Representative

Name in Printed Form

[THIS FORM MUST BE RETURNED WITH YOUR BID.]

BID SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____

WARRANTY: _____

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

DOES YOUR BID MEET SPECIFICATIONS? YES _____ NO _____

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more) _____ Non-Minority _____ Hispanic _____ Black _____ Other _____
Minority (please specify) _____ Female Owned _____ Handicapped Owned _____
Small Business (less than \$1,000,000 annual receipts or 100 employees) _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, CERTIFY THAT
I AM _____, (title) OF
THE CORPORATION NAMED AS BIDDER
HEREIN; THAT _____ WHO
SIGNED THIS BID ON BEHALF OF THE BIDDER,
WAS THEN _____
, (title) OF SAID CORPORATION; THAT SAID BID
WAS DULY SIGNED FOR AND ON BEHALF OF
SAID CORPORATION BY AUTHORITY OF ITS
GOVERNING BODY AND IS WITHIN THE
SCOPE OF ITS CORPORATE POWERS.

SIGNATURE OF OFFICER

TYPE OR PRINT NAME

TITLE OF OFFICER

BIDDERS

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor _____

Address _____

Bidder _____
(Signature)

Bidder _____
(Print Name)

Position With Company _____
(Title)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the government entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period

preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity;
- or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**STATEMENT OF CITY CHARTER
PROVISION ON CONFLICT OF INTEREST**

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void**. (Beaumont City Charter, Article XVII, Section 9.)

I, _____(name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the City.

SIGNED this the ____ day of _____, 20____.

Name

Title

**GENERAL CONDITIONS OF BIDDING
(Revised 2/13/19)**

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING:

- A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **TIME & DATE:** Formal bids must be in the office of the City Clerk by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior the bid opening. **Formal bids may NOT be faxed or e-mailed.**

Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**
- C. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany

same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

- G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.
- N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.

2. TAXES:

- A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD:

- A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the

sole judge as to whether such articles will serve the purpose.

- B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.
- C. Contractor is an independent contractor. Award of a contract does not create a joint venture between Contractor and the City.

4. BID DEPOSIT:

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

5. DELIVERIES:

- A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplied in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

6. REJECTIONS:

- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Manager or his/her designated representative.

- B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. **BILLING:**

- A. All bills are subject to approval by the Purchasing Manager.

8. **PATENTS:**

- A. The contractor agrees to indemnify and hold harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

9. **CONDITIONS PART OF BID:**

- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. **CONTRACT:**

- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:
 - i. Notice to Bidders,
 - ii. General Specifications,
 - iii. General conditions of bidding,
 - iv. The Bid Sheet(s),
 - v. Resolution awarding the bid.
- B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS:**

- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS:**

- A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **DISCOUNTS:**

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

14. **DISCLOSURE FORMS:**

- A. **All forms must be signed and returned with your bid sheet.**

15. **EXCEPTIONS:**

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. **LOCAL BIDDER CONSIDERATION:**

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

17. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

- A. Name, mailing address, and business phone number the protesting party;
- B. Appropriate identification of the bid or proposal being protested;
- C. A precise statement of the reasons for the protest; and

- D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. **PUBLIC INFORMATION ACT:**

- A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.
- B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk
City Hall

Physical Address:

801 Main Street, Suite 125
Beaumont, TX 77701

Mailing Address:

P.O. Box 3827
Beaumont, TX 77704-3827

409-880-3740 Fax
409-880-3745 Phone

openrecords@beaumonttexas.gov

19. **WEBSITE** – Vendors are responsible for verifying all addendum to specifications downloaded from the City website.
20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.
21. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this contract so long as performance is delayed or prevented by force majeure.
22. **FUNDING OUT** – The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.
23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days' written notice.

Local Vendor Preference Policy and Forms

CITY OF BEAUMONT
LOCAL BIDDER PREFERENCE POLICY

Revised 4/1/13

I. PURPOSE

The Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue.

Local Bidder Preference, as defined herein, will only be considered when a qualified low bidder is not a "local business" and a Local Bidder Consideration Claim form has been submitted by a "local business", in accordance with policy guidelines outlined below.

II. DEFINITIONS

A. Local Business:

1. Vendor whose principal place of business is currently within the limits of the City of Beaumont.
2. Vendor who has been in business within the city limits for at least two (2) years.
3. At least 15% of employees are Beaumont residents.

B. Principal Place of Business: A business must:

1. Currently own or lease a commercial building or space within the corporate city limits of Beaumont.
2. Have owned or leased a commercial building or space within the corporate city limits of Beaumont for a minimum of two (2) years.
3. At least 25% of the entity's inventory and workforce must be regularly based at the owned or leased location. In addition, a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations must be conducted at this location. A location utilized solely as a post office box, mail drop or telephone message center and without any substantial work function or inventory, if applicable, does not qualify.

C. Local Bidder Consideration Claim Form: Form that must be completed and included with the bid response on which the business certifies the location of the business activities, number of current employees and number of residents employed, annual taxable sales, whether current on property and sales taxes, and the economic development benefits resulting from award of this contract.

III. GENERAL PROCEDURES

- A. Bids for purchase of tangible personal property where the amount is equal to or greater than \$500,000: If the City receives one or more bids from a bidder that is a “local business” and whose bid is within three percent (3%) of the lowest bid price received by the City from a bidder who is not a “local business”, the City may enter into a contract with:
- (a) the lowest responsible bidder, or
 - (b) the “local business” if a Local Bidder Consideration Claim Form has been submitted and all requirements have been met and it is determined that the bid is the best combination of price and economic development opportunity and value. The City may also reject all bids.
- B. Competitive Sealed Bids for purchase of construction services, where the amount is less than \$100,000 and for purchase of tangible personal property and services where the amount is less than \$500,000: If the City receives one or more bids from a bidder that is a “local business” and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a “local business” the City may enter into a contract with:
- (a) the lowest bidder, or
 - (b) the “local business” if a Local Bidder Consideration Claim Form has been submitted and all requirements of a “principal place of business” have and it and it is determined that the bid is the best combination of price and economic development opportunity and value. The City may also reject all bids.
- C. Exclusions: Purchases obtained through:
- (a) Request for Proposals, Quotes, or Qualifications,
 - (b) Cooperative Purchasing Programs,
 - (c) Interlocal Agreements, and
 - (d) Purchases involving, in whole or in part, federal funding or state funding.
 - (e) Telecommunications services.

- D. The chart below is a summary of the proposed procedure:

Local Government Code 271.9051	Local Government Code 271.905
5% Price Differential	3% Price Differential
A. Construction bids less than \$100,000	A. Bids for tangible personal property equal to or greater than \$500,000
B. Bids for tangible personal property and services less than \$500,000	

- E. Local Bidder Consideration Claim Form: A new form must be submitted with each competitive bid response. Late forms will not be accepted. The form serves to notify the City that the bidder would like local preference consideration and to ensure the qualification of the bidder as a local business and serves to meet the statute's requirement that the governing body find, in writing, that a bidder is a local business. This form shall be obtained from the Purchasing Division and shall be signed under penalty of perjury. **Failure to provide Local Bidder Consideration Claim Form at the time the bidder submits the bid shall constitute a waiver of any claim for preference.**
- F. Approval by governing body: Regardless of the amount, the City Council must approve all purchases and contracts in which the local preference policy is applied. The Local Bidder Consideration Claim form will be included with the agenda item for consideration.



City of Beaumont
Beaumont, Texas

LOCAL BIDDER CONSIDERATION CLAIM FORM

Form Revised 4/1/13 /bd

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Beaumont has determined that the allowable preference shall be applied to local vendor bids for the purposes of evaluation when in the best interest of the City to do so. This request form and any attachments must be submitted with bid package to be considered by the City of Beaumont. Questions should be addressed to the Purchasing Division at 409-880-3720. Exclusions to the local preference include those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, Requests for Quote or Proposal, or via interlocal Agreement as well as telecommunication services. The City reserves the right to accept or reject any bid or combination of bids.

The City requires the information below for consideration of a local bidder preference. (Information may be submitted in an attachment to this form.)

- 1) Location Eligibility:** Principal place of business in Beaumont, Texas. Principal place of business is defined herein as: Business must own or lease a commercial building or space within the corporate city limits of Beaumont, which is used as a home base for 25% or more of its inventory and workforce. Business must be in operation for at least two (2) years. A location utilized solely as a post office box, mail drop, or telephone message center, and without any substantial work function or inventory, does not qualify.

- a) If yes, identify name of Business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

Name of Business/DBA: _____

Address: _____

City: _____ State _____ Zip _____

Business Structure: _____ Sole Proprietorship _____ Partnership _____ Corporation

_____ Other _____

- b) Name and city of residence of owner(s)/partners/corporate officers, as applicable.

Name: _____

City of Residence: _____

2) General Business Information:

- a) Year business established (Beaumont location) _____
- b) Most recent property tax valuation of real and personal property. (Please attach.) \$ _____
- c) Annual taxable sales (originating in Beaumont). \$ _____
- d) Is business current on all property and sales taxes at the time of this claim? YES _____ NO _____
- e) Total number of current employees: _____ Number of Beaumont-resident employees: _____

3) Economic Development benefits resulting from award of this contract:

- a) Will award of this contract result in the employment/retention of residents of the City of Beaumont? YES _____ NO _____
- b) Number of additional jobs created: _____ or retained for Beaumont resident-employees: _____
- c) Will subcontractors with principal places of business in the City of Beaumont be utilized? YES _____ NO _____
- d) Local subcontractors utilized, if applicable. Name, location, and contract value for each.
- Name: _____
- Address: _____
- Contract Value: \$ _____
- e) Will award of this contract result in increased tax revenue to the City? YES _____ NO _____
- f) If Yes, check types of taxes. _____ Property Taxes _____ Sales Taxes _____ Hotel Occupancy Taxes
- g) Other economic development benefit deemed pertinent by applicant. _____
- _____
- _____



City of Beaumont
Beaumont, Texas

LOCAL BIDDER CONSIDERATION CERTIFICATION

Certificate of Information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid Number/Quote for which the local preference is requested: _____

City Bid or Quote Number

Print Bidder's Company Name

Print Name of Bidder

Signature of Bidder

Date

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Appeared before me the above-named _____, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this _____ day of _____, 20____.

Notary Public, State of Texas

Printed Name

Commission Expires (Date)

END OF SPECIFICATIONS
